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MENTOR/PROTÉGÉ AGREEMENT TEMPLATE

Mentor/Protégé Agreement

Between

(Protégé's name)

And

(Mentor's name)

This Mentor/Protégé Agreement ("Agreement") is between (Protégé's name) ("Protégé"), a (State) corporation with its principal place of business at (Address), and (Mentor's name) ("Mentor"), a (State) corporation with its principal place of business at (Address) (collectively referred to as the "Parties").

WHEREAS, the parties wish to formalize the proposed Mentor/Protégé relationship between Mentor and Protégé under the Small Business Administration's ("SBA") Mentor/Protégé Program established pursuant to 13-CFR-124.520; and

WHEREAS, the Parties agree that establishing a Mentor/Protégé relationship can enhance the capabilities of the Protégé and improve its ability to successfully complete for contracts consistent with the SBA's Mentor/Protégé Program; and

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the Mentor is well-qualified to provide the assistance within the context of the SBA Mentor/Protégé Program; and

WHEREAS, the Parties wish to carry out goals of this Agreement for the duration of the Protégé's participation term in the SBA's 8(a) program.

THEREFORE, consistent with these goals and the requirement of the SBA Mentor/Protégé Program, the Parties agree to the following:

1. Assessment of the Protégé's Needs. As an 8(a) company seeking to develop a business base and an infrastructure to successfully participate and graduate from the 8(a) program as a viable company, the Protégé requires assistance in the following areas(discuss those that apply):

- (A) Management and technical assistance –
 - (B) Financial assistance –
 - (C) Business development assistance –
 - (D) General assistance –
2. Assistance to Protégé. Mentor agrees to provide Protégé with following assistance *(discuss those that apply)*:
- (A) Management and technical assistance –
 - (B) Financial assistance –
 - (C) Business development assistance –
 - (D) General assistance –
3. Submission of Application to SBA. The Parties agree to work together to prepare a submission to the SBA for approval of the relationship outlined in the Agreement. In this regard, the Protégé agrees to assume primary responsibility for the preparation and submission of the documentation required by the SBA for approval of this Agreement.
4. Preparation of Mentor/Protégé Reports. The Mentor shall use its reasonable and best efforts to assist the Protégé in the preparation of the annual mentor/protégé report required by the SBA, and shall provide all necessary documentation as required by the SBA.
5. Effective Date. This Agreement is effective upon approval by the SBA for a period of at least one year, with continued participation, provided the SBA approves the relationship continuance consistent with 13 C.F.R. 124.520(e)(4) and (f)(3) respectively.
6. Termination of the Agreement. This Agreement may be terminated as follows:
- (A) Voluntary Termination by the Mentor. Pursuant to 13-CFR-124.520(e)(3), the Mentor may voluntarily terminate this agreement if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and the SBA in writing at least thirty (30) days prior to the termination date.
 - (B) Voluntary Termination by the Protégé. Pursuant to 13-CFR-124.520(e)(3), the Protégé may voluntarily terminate this agreement if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The Protégé shall notify the Mentor and the SBA in writing at least thirty (30) days prior to the termination date.

(C) Termination by the SBA. Pursuant to the governing regulations, the SBA may terminate the Agreement based upon its annual review of the Mentor/Protégé relationship, as provided in 13-CFR-124.520(f)(3).

7. Effect of Termination. This Agreement is effective upon approval by the SBA for a period of at least one year, with continued participation, provided the SBA approves the relationship continuance consistent with 13 C.F.R. 124.520(e)(4) and (f)(3) respectively".

8. Modifications. No modifications to this Agreement may be made without the consent, in writing, of both Parties and the SBA.

9. Notices and Points of Contact for the SBA Program Administration. The following individuals shall serve as the points of contact for administration of the development assistance program and are authorized to receive all notices under this Agreement.

(Point of contact information for both parties)

10. Status of the Parties. This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture, partnership or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the Parties are and shall remain independent contractors.

11. Integrated Document. This Agreement supersedes any and all previous understanding, commitments, or agreements, oral or written, pertaining to the SBA Mentor/Protégé Agreement.

12. Other provisions not previously discussed (if applicable).

Subject to the SBA's approval, this Agreement is entered into and effective as of the date of such approval, this (Date) day of (Month), 20##, and executed by officials duly authorized to bind their corporations.

(Signatories information, signatures and dates signed)